S.B.CIVIL WRIT PETITION NO.2983/2006

Rajendra Kumar
V.
The Judge, Labour Court, Udaipur & Ors.

DATE OF ORDER :: 6th July, 2006

HON'BLE MR.JUSTICE GOVIND MATHUR

Mr. S.P.Sharma, for the petitioner.

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This petition for writ is preferred giving challenge to the award dated 18.3.2006 passed by learned Judge, Labour Court, Udaipur in Labour Case No.6/2003. The appropriate government by its notification dated 23.5.2003 referred an industrial dispute for its adjudication to Labour Court, Udaipur in following terms:-

> "Whether the action of the management of Life Insurance Corporation of India, Udaipur in terminating the service of Shri Rajendra Kumar Sanadhya is justified? If not to what relief the disputant is entitled?"

The Labour Court after adjudicating the dispute reached at the conclusion that the appointment given to the petitioner workman was for a fixed term and that came to an end as a result of non renewal of contract of employment between the employer and the workman. The Labour Court on basis of the finding above held that termination of service of the workman was not by way of retrenchment and, therefore, there

was no need to adhere the condition precedent for a valid retrenchment as prescribed under Section 25-F of the Industrial Disputes Act, 1947, as such there was no illegality in discontinuing the petitioner from service w.e.f. 16.1.1997. Being aggrieved by the same, instant petition for writ is preferred.

Heard counsel for the petitioner.

The appointment was given to the petitioner by Senior Divisional Manager of the Life Insurance Corporation under a service contract dated 17.2.1997 for a period commencing from 17.2.1997 to 16.6.1997 i.e. for a term of 120 days. On expiry of service contract i.e. on 16.6.1997 the petitioner was not permitted to work with the employer. It is further contended by counsel for the petitioner that the respondents erred while not continuing the petitioner in service as certain other persons employed after the petitioner were allowed to continue in service.

I do not find any force in the contention so raised. The petitioner worked with the respondent employer under a contract dated 17.2.1997 for a period commencing from 19.2.1997 to 16.6.1997. The aforesaid contract was never renewed and on its expiry the petitioner was terminated under a stipulation on that behalf contained in the service contract. The discontinuation of the petitioner from service,

therefore, is not at all retrenchment in view of the provisions of Section 2(oo)(bb) of the Industrial Disputes Act, 1947. The Labour Court, therefore, while holding that there was no illegality in discontinuing the petitioner from service has not committed any error warranting interference of this Court.

The writ petition is accordingly dismissed.

(GOVIND MATHUR),J.

kkm/ps.